



May 20, 2025

Rick Carmona
Mayor

Donna Renee Anderson
Council Member
District 2

Mayrani Velazquez
Mayor Pro Tem
District 3

Stephanie Holmes-Thomas
Deputy Mayor Pro Tem
District 4

Phil Robison
Council Member
District 5

Mike Sims
City Manager

Extraterritorial Jurisdiction Release No.: 13-2025

Property Owner: Margaret L. Kennedy

Property ID: 191528, 7286, 7288

Address of Property: 14737 FM 1392, Terrell, TX 75160

Dear Property Owner:

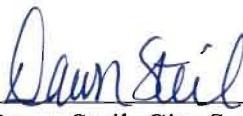
A Petition for Release of Property from the Extraterritorial Jurisdiction of the City of Terrell was received from Margaret L. Kennedy on April 23, 2025. In accordance with Senate Bill No. 2038 as duly enacted by the 88th Texas Legislature establishing Section 42.101-105 of the Texas Local Government Code, the Petition requested the release of property owned by Petitioner/s from the City's extraterritorial jurisdiction as more particularly described in the Petition attached.

After review and finding the Petition to be sufficient, the property described in the Petition is hereby released from the Extraterritorial Jurisdiction of the City of Terrell, effective May 20, 2025.

CITY OF TERRELL, TEXAS

By: 
Mark Mills, Interim City Manager

Attest:


Dawn Steil, City Secretary

RECEIVED
PETITION TO BE RELEASED FROM EXTRATERRITORIAL
JURISDICTION

APR 22 2025

BY: Dawn Steil

NOW COME Margaret L. Kennedy, the owner or owners of the majority in value of an area consisting of one or more parcels of land in the extraterritorial jurisdiction of the City of Terrell, Texas, to petition the City of Terrell, Texas, in accordance with Texas Local Government Code Section 42, Subchapter D, for the area, described in attached Exhibit A and shown in attached Exhibit B, to be released from the extraterritorial jurisdiction of the City of Terrell, Texas.

This petition is signed below by a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district, and an online record of such is attached as Exhibit C.

The below signatories certify that the area of land subject of this petition is not:

1. Within five miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted;
2. in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - a. in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and
 - b. That has a population greater than 240,000;
3. Within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
 - a. Within 15 miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; and
 - b. In a county with a population of more than two million

4. In an area designated as an industrial district under Texas Local Government Code Section 42.044; or
5. In an area subject to a strategic partnership agreement entered into under Texas Local Government Code Section 43.0751.

SIGNATURES

SIGNATURE:

Margaret P. Kennedy

PRINTED NAME:

Margaret L. Kennedy

DATE OF BIRTH:

6/1/1960

RESIDENCE ADDRESS:

14737 Fm 1392

Terrell, TX. 75160

DATE OF SIGNING:

April 21, 2025

Kaufman CAD Property Search

Property Details

Account	
Property ID:	191528
Type:	R
Property Use:	Condo:
Location	
Situs Address:	FM RD 1392 TERRELL, TX 75160
Map ID:	B3-C-4
Legal Description:	DAVID HARRIS, TRACT 215.14; 11.7075 ACRES
Abstract/Subdivision:	A0199
Neighborhood:	(28-001) Terrell ISD
Owner	
Owner ID:	210404
Name:	KENNEDY MARGARET
Agent:	
Mailing Address:	14737 FM RD 1392 TERRELL, TX 75160
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$284,134 (+)
Market Value:	\$284,134 (=)
Agricultural Value Loss: 	\$282,224 (-)
Appraised Value: 	\$1,910 (=)
HS Cap Loss: 	\$0 (-)
Circuit Breaker: 	\$0 (-)
Assessed Value:	\$1,910

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$284,134	\$1,910
KC	KAUFMAN COUNTY	0.332613	\$284,134	\$1,910
ST	TERRELL ISD	1.055200	\$284,134	\$1,910
TV	TRINITY VALLEY CC	0.113660	\$284,134	\$1,910
P2	PRECINCT 2	0.000000	\$284,134	\$1,910
RB	ROAD & BRIDGE	0.082500	\$284,134	\$1,910
CAD	KAUFMAN CAD	0.000000	\$284,134	\$1,910

Total Tax Rate: 1.683973

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZB	IMPROVED PASTURES	11.71	509,978.70	0.00	0.00	\$284,134	\$1,910

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$0	\$284,134	\$1,910	\$1,910	\$0	\$1,910
2024	\$0	\$284,134	\$1,695	\$1,695	\$0	\$1,695
2023	\$0	\$260,719	\$1,731	\$1,731	\$0	\$1,731
2022	\$0	\$213,738	\$1,712	\$1,712	\$0	\$1,712
2021	\$0	\$137,639	\$1,597	\$1,597	\$0	\$1,597
2020	\$0	\$102,520	\$1,530	\$1,530	\$0	\$1,530
2019	\$0	\$104,860	\$1,480	\$1,480	\$0	\$1,480
2018	\$0	\$77,240	\$1,580	\$1,580	\$0	\$1,580
2017	\$0	\$77,240	\$1,580	\$1,580	\$0	\$1,580
2016	\$0	\$77,240	\$1,580	\$1,580	\$0	\$1,580

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/21/2016	WILL	WILL / PROBATE	KENNEDY JEREMY & MARGARET	KENNEDY MARGARET	PROBATED	WILL	17P-125
11/12/2015	WD	WARRANTY DEED	HUBBARD JUDITHA	KENNEDY JEREMY & MARGARET	4920	147	22007

Kaufman CAD Property Search

Property Details

Account	
Property ID:	7286
Type:	R
Property Use:	Condo:
Location	
Situs Address:	14737 FM RD 1392 TERRELL, TX 75160
Map ID:	B3-C-4
Mapco:	
Legal Description:	DAVID HARRIS, TRACT 215.03; 1. ACRES, & HOUSE
Abstract/Subdivision:	A0199
Neighborhood:	(28-RVGD/AV) TERRELL ISD BRICK GOOD / AVERAGE
Owner	
Owner ID:	210404
Name:	KENNEDY MARGARET
Agent:	244171
Mailing Address:	14737 FM RD 1392 TERRELL, TX 75160
% Ownership:	100.0%
Exemptions:	HS - For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$280,282 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$24,269 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$304,551 (=)
Agricultural Value Loss: 	\$0 (-)
Appraised Value: 	\$304,551 (=)
HS Cap Loss: 	\$5,769 (-)
Circuit Breaker: 	\$0 (-)

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$304,551	\$298,782
KC	KAUFMAN COUNTY	0.332613	\$304,551	\$298,782
ST	TERRELL ISD	1.055200	\$304,551	\$198,782
TV	TRINITY VALLEY CC	0.113660	\$304,551	\$298,782
P2	PRECINCT 2	0.000000	\$304,551	\$298,782
RB	ROAD & BRIDGE	0.082500	\$304,551	\$298,782
CAD	KAUFMAN CAD	0.000000	\$304,551	\$298,782

Total Tax Rate: 1.683973

■ Property Improvement - Building

Description: HOUSE **Type:** REAL PROPERTY **Living Area:** 2475.0 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
LA	LIVING AREA	RVAV1	1985	2475
CP	Porch, Covered	*	1985	44
AGF3	Attached Garage, Finished, 3 Car	*	1985	552

Description: OB **Type:** REAL PROPERTY **Living Area:** 0 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
OB	OUT BUILDING	MP10	0	1600

■ Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
01HS	HOMESITE	1.00	43,560.00	0.00	0.00	\$24,269	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$280,282	\$24,269	\$0	\$304,551	\$5,769	\$298,782
2024	\$280,501	\$24,269	\$0	\$304,770	\$33,150	\$271,620
2023	\$287,594	\$22,269	\$0	\$309,863	\$62,936	\$246,927
2022	\$275,929	\$18,256	\$0	\$294,185	\$86,355	\$207,830
2021	\$221,971	\$11,756	\$0	\$233,727	\$44,791	\$188,936
2020	\$209,710	\$8,760	\$0	\$218,470	\$46,710	\$171,760
2019	\$204,330	\$8,760	\$0	\$213,090	\$56,945	\$156,145
2018	\$135,480	\$6,470	\$0	\$141,950	\$0	\$141,950
2017	\$126,210	\$6,470	\$0	\$132,680	\$2,440	\$130,240
2016	\$111,930	\$6,470	\$0	\$118,400	\$0	\$118,400

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/21/2016	WILL	WILL / PROBATE	KENNEDY JEREMY & MARGARET	KENNEDY MARGARET	PROBATED	WILL	17P-125
11/12/2015	WD	WARRANTY DEED	KENNEDY JEREMY & MARGARET	KENNEDY JEREMY & MARGARET	4920	147	22007
11/12/2015	WD	WARRANTY DEED	HUBBARD JUDITHA	KENNEDY JEREMY & MARGARET	4920	147	22007

Kaufman CAD Property Search

Property Details

Account

Property ID: 7288 **Geographic ID:** 99.0199.0000.0215.05.06.00

Type: R **Zoning:**

Property Use: **Condo:**

Location

Situs Address: 0 FM RD 1392 TERRELL, TX 75160

Map ID: B3-C-4 **Mapsco:**

Legal Description: DAVID HARRIS, TRACT 215.05; 3.51 ACRES, & BLDG

Abstract/Subdivision: A0199

Neighborhood: (28-001) Terrell ISD

Owner

Owner ID: 210404

Name: KENNEDY MARGARET

Agent:

Mailing Address: 14737 FM RD 1392
TERRELL, TX 75160

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$158,291 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$85,186 (+)
Market Value:	\$243,477 (=)
Agricultural Value Loss: <small>?</small>	\$84,613 (-)
Appraised Value: <small>?</small>	\$158,864 (=)
HS Cap Loss: <small>?</small>	\$0 (-)
Circuit Breaker: <small>?</small>	\$0 (-)
Assessed Value:	\$158,864

Entity	Description	Tax Rate	Market Value	Taxable Value
3F	KC ESD #3 (TERRELL)	0.100000	\$243,477	\$158,864
KC	KAUFMAN COUNTY	0.332613	\$243,477	\$158,864
ST	TERRELL ISD	1.055200	\$243,477	\$158,864
TV	TRINITY VALLEY CC	0.113660	\$243,477	\$158,864
P2	PRECINCT 2	0.000000	\$243,477	\$158,864
RB	ROAD & BRIDGE	0.082500	\$243,477	\$158,864
CAD	KAUFMAN CAD	0.000000	\$243,477	\$158,864

Total Tax Rate: 1.683973

Property Improvement - Building

Description: OUT BLDG **Type:** REAL PROPERTY **Living Area:** 0 sqft **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
OB	OUT BUILDING	86SG	0	11556
OB	OUT BUILDING	86SG	0	2736

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
ZB	IMPROVED PASTURES	3.51	152,895.60	0.00	0.00	\$85,186	\$573

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	\$158,291	\$85,186	\$573	\$158,864	\$0	\$158,864
2024	\$160,199	\$85,186	\$508	\$160,707	\$0	\$160,707
2023	\$170,848	\$78,166	\$519	\$171,367	\$0	\$171,367
2022	\$86,875	\$64,080	\$513	\$87,388	\$0	\$87,388
2021	\$83,400	\$41,265	\$479	\$83,879	\$0	\$83,879
2020	\$69,500	\$30,740	\$460	\$69,960	\$0	\$69,960
2019	\$69,500	\$30,740	\$440	\$69,940	\$0	\$69,940
2018	\$69,500	\$22,720	\$470	\$69,970	\$0	\$69,970
2017	\$69,500	\$22,720	\$470	\$69,970	\$0	\$69,970
2016	\$69,500	\$22,720	\$470	\$69,970	\$0	\$69,970

Property Deed History

Deed Date	Type	Description		Grantor	Grantee	Volume	Page	Number
12/21/2016	WILL	WILL / PROBATE		KENNEDY JEREMY & MARGARET	KENNEDY MARGARET	PROBATED	WILL	17P-125
11/12/2015	WD	WARRANTY DEED		HUBBARD JUDITHA	KENNEDY JEREMY & MARGARET	4920	5	21981

Google Maps

14737 FM1392



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft



Home

Building



Directions



Save



Nearby



Send to phone



Share



14737 FM1392, Terrell, TX 75160

At this place

Search Here: ▼

Enter Address, Name, or ID



72.

(1 of 2)

Parcels: KENNEDY MARGARET[View More Property Information](#)[Click Here for GIS Shapefile Data](#)**Property Information**

Property ID: 7288

Legal Acreage: 3.51

GEO ID: 99.0199.0000.0215.05.06.00

Legal Description: DAVID HARRIS, TRACT
215.05; 3.51 ACRES, & BLDG

Tract or Lot: 215.05

Abstract Subdivision Code: A0199

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)**191528**

Search Here: ▼

Enter Address, Name, or ID



7290



(1 of 2)

Parcels: KENNEDY MARGARET[View More Property Information](#)[Click Here for GIS Shapefile Data](#)**Property Information**

Property ID: 191528

Legal Acreage: 11.71

GEO ID: 99.0199.0000.0215.14.06.00

Legal Description: DAVID HARRIS, TRA
215.14; 11.7075 ACRES

Tract or Lot: 215.14

Abstract Subdivision Code: A0199

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)**191528**

Search Here: ▼

Enter Address, Name, or ID



(1 of 2)

Parcels: KENNEDY MARGARET[View More Property Information](#)[Click Here for GIS Shapefile Data](#)**Property Information**

Property ID: 7286

Legal Acreage: 1.00

GEO ID: 99.0199.0000.0215.03.06.00

Legal Description: DAVID HARRIS, TRACT
215.03; 1. ACRES, & HOUSE

Tract or Lot: 215.03

Abstract Subdivision Code: A0199

Block:

Neighborhood Code: 28-RVGD/AV

School District: ST

City Limits:

[Zoom to](#)

7286

Search Here: ▼

Enter Address, Name, or ID



7288

(1 of 2)

Parcels: KENNEDY N[View More Property](#)[Click Here for GIS Sh](#)**P**roperty Infor

Property ID: 7288

Legal Acreage: 3.51

GEO ID: 99.0199.00

Legal Description: D

215.05; 3.51 ACRES,

Tract or Lot: 215.05

Abstract Subdivision

Block:

Neighborhood Code

School District: ST

City Limits:

[Zoom to](#)

191528

**Kaufman County
Laura Hughes
County Clerk**

Instrument Number: 2024-0036202

**Billable Pages: 10
Number of Pages: 11**

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
On: 11/20/2024 at 01:31 PM	E-RECORDING
Document Number: <u>2024-0036202</u>	
Receipt No: <u>24-31712</u>	
Amount: <u>S 61.00</u>	
Vol/Pg: <u>V-8754 P-496</u>	



**STATE OF TEXAS
COUNTY OF KAUFMAN**

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

SERVICELINK LOAN MODIFICATION
3220 EL CAMINO REAL
IRVINE, CA 92602

#2024-0036202 Recording Date: 11/20/2024 01:31:14 PM Page 2 of 11 B: OPR V: 8754 P: 497
#2024-0036202

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FHA Case No: 511-1473053

Investor Loan No: 0216098471

TEXAS DEED OF TRUST

After recording please return to:
SERVICELINK
ATTN: LOAN MODIFICATION
SOLUTIONS
320 COMMERCE, SUITE 100
IRVINE, CA 92602

[Space Above This Line For Recording Data]

240600781

LOAN NO.: 1397006-8004948648

THIS DEED OF TRUST ("Security Instrument") is given on **October 28, 2024**. The Borrower is **MARGARET LOUISE KENNEDY**

Whose address is **14737 HIGHWAY 1392, TERRELL, TX 75160**

("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Trustee is **Marinosci Law Group P.C.** The Trustee's address is **14643 Dallas Pkwy, Suite 750, Dallas, TX 75254**.

Borrower owes Lender the principal sum of **Fourteen Thousand Nine Hundred Sixty Nine and 76/100ths Dollars** (U.S. **\$14,969.76**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **February 1, 2052**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in **KAUFMAN County, Texas**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

which has the address of **14737 HIGHWAY 1392, TERRELL, TX 75160**, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Note, Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Secretary under this paragraph or applicable law.

If the Property is used as Borrower's residence, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or breach of any covenant or agreement in the Note or any prior mortgage, deed of trust, security instrument, contract lien, or security agreement. If the Property is not Borrower's residence, then no notice is required. When notice is required, the notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 20 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to court costs, attorneys' fees assessed by a court and other fees permitted by Applicable Law. For the purposes of this Section 7, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein.

If the Property is sold pursuant to this Section 7, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

8. Senior Liens. Borrower shall perform all of Borrower's obligations under any deed of trust, security instrument or other security agreement, which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Borrower agrees that should default be made in the payment of any note secured by a prior valid encumbrance against the Property, or in any of the covenants of any prior deed of trust or other security agreement, then the Note secured by this Security Instrument, at the option of Lender, shall at once become due and payable. Lender may, but shall not be obligated to, advance monies to protect Lender's lien position and add the amount of such advances to Borrower's loan amount.

9. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs.

10. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

11. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

12. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

13. Receipt for Cash Payment. Lender shall give a receipt to a person making a cash payment on the loan evidenced by the Note.

14. Borrower Acknowledgments. Borrower acknowledges the following:

- (a) No assignment of wages. Borrower has not assigned wages as security for the Note.
- (b) No unauthorized fees. Borrower has not paid any fee not disclosed in the HUD-1 or HUD-1A settlement statement.
- (c) No confession of judgment. Borrower has not executed a confession of judgment or executed a power of attorney to Lender to act on Borrower's behalf.

15. Purchase Money; Owelty of Partition; Assignment of Contractor's Lien; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. [Check box as applicable]:

Purchase Money.

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

Owelty of Partition.

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

Assignment of Contractor's Lien.

(a) Assignment. The funds advanced to Borrower under the Note are for the purpose of paying in whole or in part for the improvements to be made by Contractor as evidenced by the residential construction note and residential construction contract ("the Contract"). Contractor has endorsed the residential construction note paid to the order of Lender. Under the Contract, Borrower granted to Contractor a lien on the Property. In consideration for Lender's Loan to Borrower, contractor hereby irrevocably assigns that lien and any other interest of Contractor in the Property to Lender. Borrower and Contractor agree that the lien and any other interest in the Property assigned to Lender by Contractor shall be for the sole benefit of Lender and shall be merged with this Security Instrument, and may be enforced by Lender in accordance with the terms of this Security Instrument.

(b) Renewal and Extension. The Note is in renewal and extension, but not in extinguishment, of the indebtedness under the residential construction note and the Contract between Borrower and Contractor and any other indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference.

(c) Disclosures. Borrower and Contractor acknowledge the following:

(i) Construction Contract Disclosure. Before a Contract was executed, Contractor delivered to Borrower the disclosure statement required for a Texas residential construction contract by Section 53.255 (b) of the Texas Property Code as it may be amended from time to time ("Construction Contract Disclosure").

(ii) List of Subcontractors and Materialmen. Contractor attached to the Construction Contract Disclosure a written list that identifies by name, address and telephone number, each subcontractor and supplier Contractor intends to use in the work to be performed. If the list was not attached to the Construction Contract Disclosure provided by Contractor, it has since been provided to Borrower by Contractor.

(iii) Advance Delivery of Loan Documents and Construction Contract Disclosure. Lender delivered to Borrower all documentation relating to the loan (including the Construction Contract Disclosure) no later than one (1) business day before the date of the closing.

(d) Commencement Work; Completion of Improvements. Borrower and Contractor agree that the Contract was executed prior to the commencement of any work or the delivery of any materials pursuant to the Contract. Borrower shall perform all of Borrower's obligations under the Contract.

In the event that the improvements are not completed, or are not completed according to the Contract, or all the labor and material used in construction are not provided by Contractor, then Lender shall have a valid lien for that amount of the Note, less an amount reasonably necessary to complete the improvements according to the Contract, or in such event Lender, at its option, shall have the right to complete the improvements, and the liens granted in this Security Instrument shall inure to benefit of Lender.

(e) Acknowledgments Regarding the Contract. If the Property is used as Borrower's residence, then the Contract was not executed by Borrower or Borrower's spouse, if any, before the 5th day after Borrower made written application for any extension of credit for the work and material, unless the work and material are necessary to complete immediate repairs to conditions on Borrower's residence that materially affect the health or safety of Borrower or person residing in the residence and Borrower acknowledges such in writing.

The Contract expressly provides that Borrower may rescind the Contract without penalty or charge within three (3) days after the execution of the Contract by all parties, unless the work and material are necessary to complete immediate repairs to conditions on the Property that materially affect the health or safety of Borrower or person residing in the residence and Borrower acknowledges such in writing.

The Contract was executed by Borrower and Borrower's spouse, if any, at the office of a third-party lender asking an extension of credit for the work and materials, an attorney at law, or a title company.

 Renewal and Extension of Liens Against Homestead Property.

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

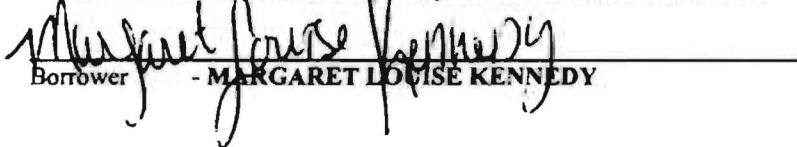
**Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

16. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 16.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



Borrower - MARGARET LOUISE KENNEDY

Date: 11/15/2024

#2024-0036202 Recording Date: 11/20/2024 01:31:14 PM Page 8 of 11 B: OPR V: 8754 P: 503

ACKNOWLEDGMENT

State of Texas

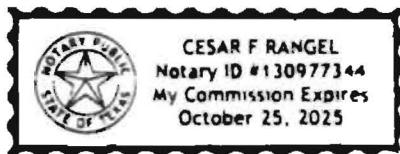
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County of Kaufman

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This instrument was acknowledged before me on November 5, 2024 by
MARGARET LOUISE KENNEDY.



(Seal)

Signature of Officer

Cesar F Rangel

Printed Name

Notary Public

Title of Officer

My Commission Expires: 10/25/2025

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953
Individual Loan Originator's Name NMLSR ID: N/A

Texas Deed of Trust-Single Family

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19028TX 06/19



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EXHIBIT A

BORROWER(S): MARGARET LOUISE KENNEDY

LOAN NUMBER: 1397006-8004948648

LEGAL DESCRIPTION:

STATE OF TEXAS, COUNTY OF KAUFMAN, AND DESCRIBED AS FOLLOWS:



ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF TERRELL, KAUFMAN COUNTY, STATE OF TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE DAVID HARRIS SURVEY, ABSTRACT NO. 149, KAUFMAN COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO JUDITH A. HUBBARD RECORDED IN VOLUME 996, PAGE 169, REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE NORTHWEST LINE OF F. M. HIGHWAY 1392, A 99 FOOT RIGHT-OF-WAY, SAID POINT BEING THE RECOGNIZED EAST CORNER OF SAID HUBBARD TRACT, AND THE APPARENT SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JILL HARRIS SLAYTON, RECORDED IN DOCUMENT NO. 2012-0000933, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS; THENCE SOUTH 44 DEGREES 56 MINUTES 50 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 55.34 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP FOR CORNER, SAID POINT BEING THE MOST EASTERLY SOUTH CORNER OF HEREIN DESCRIBED TRACT, AND THE APPARENT EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JACKIE AND SHARON CARAWAY, RECORDED IN DOCUMENT NO. 2015-0007989, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS; THENCE NORTH 44 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID CARAWAY TRACT, A DISTANCE OF 464.66 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP FOR CORNER, SAID POINT BEING THE APPARENT NORTH CORNER OF SAID CARAWAY TRACT, AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT; THENCE SOUTH 45 DEGREES 27 MINUTES 57 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID CARAWAY TRACT, A DISTANCE OF 466.52 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP FOR CORNER, SAID POINT BEING THE APPARENT WEST CORNER OF SAID CARAWAY TRACT, AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT; THENCE SOUTH 44 DEGREES 34 MINUTES 56 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID CARAWAY TRACT, A DISTANCE OF 468.88 FEET TO A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP FOR CORNER IN THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, SAID POINT BEING THE APPARENT WEST CORNER OF SAID CARAWAY TRACT, AND THE MOST SOUTHERLY EAST CORNER OF HEREIN DESCRIBED TRACT; THENCE SOUTH 44 DEGREES 56 MINUTES 50 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 123.37 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING



THE SOUTH CORNER OF HEREIN DESCRIBED TRACT, AND THE APPARENT EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO LUCILLE AND JIMMY NIX, RECORDED IN VOLUME 2717, PAGE 384, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS; THENCE NORTH 45 DEGREES 02 MINUTES 05 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID NIX TRACT, A DISTANCE OF 1339.58 FEET TO A CHAIN LINK FENCE POST FOR CORNER, SAID POINT BEING THE WEST CORNER OF HEREIN DESCRIBED TRACT, AND THE APPARENT NORTH CORNER OF SAID NIX TRACT, AND BEING IN THE APPARENT SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO GARY AND GLENDA KENNEDY, RECORDED IN VOLUME 2661, PAGE 484, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID HUBBARD TRACT, A DISTANCE OF 127.45 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING THE MOST WESTERLY NORTH CORNER OF HEREIN DESCRIBED TRACT; THENCE SOUTH 45 DEGREES 00 MINUTES 16 SECONDS EAST, OVER AND UPON SAID HUBBARD TRACT, A DISTANCE OF 284.87 FEET TO A 3 INCH STEEL FENCE CORNER POST, SAID POINT BEING AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT; THENCE NORTH 47 DEGREES 04 MINUTES 24 SECONDS EAST, OVER AND UPON SAID HUBBARD TRACT, A DISTANCE OF 266.68 FEET TO A 3 INCH STEEL FENCE CORNER POST FOR AN ANGLE POINT; THENCE NORTH 45 DEGREES 14 MINUTES 00 SECONDS EAST, OVER AND UPON SAID HUBBARD TRACT, A DISTANCE OF 256.53 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569, FOR CORNER IN THE SOUTHWEST LINE OF SAID SLAYTON TRACT, SAID POINT BEING THE MOST EASTERLY NORTH CORNER OF HEREIN DESCRIBED TRACT; THENCE SOUTH 44 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID HUBBARD TRACT, A DISTANCE OF 1043.26 FEET TO THE PLACE OF BEGINNING AND CONTAINING 497,652.45 SQUARE FEET OR 11.4245 ACRES OF LAND.

Parcel ID Number: 7286

ALSO KNOWN AS: 14737 HIGHWAY 1392, TERRELL, TX 75160

